

**LICENSURE AGREEMENT BETWEEN CLARK COUNTY & SHOWCASE PHASE 3
FOR ADVERTISING ON TOUCHDOWN STRUCTURE**

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of April, 2022, ("Effective Date"), by and among CLARK COUNTY (hereinafter referred to as the "COUNTY"), SHOWCASE 1415 LLC, a Delaware limited liability company, SHOWCASE COSMO LLC, a Delaware limited liability company, EC 2537 REALTY LLC, a New York limited liability company, SHOWCASE INVESTORS 3 LLC, a Delaware limited liability company, and LAS VEGAS 3 LLC, a Delaware limited liability company (hereinafter, collectively referred to as "OWNER")

WITNESSETH

WHEREAS, NRS 484B.313 allows advertising on TOUCHDOWN STRUCTURE (identified below) if a public authority: 1) authorizes such advertising matter; and 2) the advertising matter is placed and maintained by a person who owns real property adjacent to the TOUCHDOWN STRUCTURE; and 3) the person dedicated the TOUCHDOWN STRUCTURE to the public authority or has granted a fee or perpetual easement to the public authority, for the construction or maintenance of the TOUCHDOWN STRUCTURE; and 4) the person enters into this Agreement with the public authority;

WHEREAS, the COUNTY owns or has a perpetual easement to use one (1) TOUCHDOWN STRUCTURE located on the northeast corner of the intersection of Las Vegas Boulevard and Park Avenue, shown on Exhibit "A" attached hereto; and

WHEREAS, the OWNER is in possession of real property adjacent to the TOUCHDOWN STRUCTURE; and

WHEREAS, a fee interest or perpetual easement was transferred to the COUNTY for the construction and maintenance of the TOUCHDOWN STRUCTURE adjacent to the Phase 3 of the Showcase Mall ("Showcase Phase 3"); and

WHEREAS, the OWNER and the COUNTY desire to enter into this Agreement to allow for advertising on only the glass portion of the TOUCHDOWN STRUCTURE subject to the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I. PURPOSE

The intent of this Agreement is to allow the OWNER to advertise goods, services and activities provided by its adjacent real property, to the extent allowed by applicable law, in accordance with NRS 484B.313, the applicable laws ordinances and codes, and subject to the terms and conditions of this Agreement, while the COUNTY concurrently owns or has a perpetual

easement to use and provides the TOUCHDOWN STRUCTURE for public and pedestrian use compatible with pedestrian grade separation structures. The TOUCHDOWN STRUCTURE is not a public forum. The COUNTY reserves the right to control the access of advertising to this non-public forum based upon subject matter as set forth in this Agreement. There is no intent to create a public forum on the TOUCHDOWN STRUCTURE. The parties hereto agree that all liabilities, rights and responsibilities under this Agreement shall lie with OWNER.

ARTICLE II. SCOPE OF ADVERTISING ON TOUCHDOWN STRUCTURE

1. Parameters of License

The COUNTY hereby grants permission to the OWNER to place advertising only upon the glass portions of the TOUCHDOWN STRUCTURE adjacent to its particular estate only, subject to the terms and conditions contained in this Agreement. The rights of the OWNER under this Agreement are analogous to that of a license. OWNER does not gain any ownership rights in the TOUCHDOWN STRUCTURE by virtue of this Agreement.

B. Compliance with Laws and this Agreement

All advertising on the TOUCHDOWN STRUCTURE must be in accordance with all applicable local, state and federal laws, ordinances, including, but not limited to, Clark County Code Title 30, codes, rules, statutes, regulations, conditions and this Agreement.

C. Permitted Advertising

The COUNTY hereby authorizes commercial advertising only. Compliance with the COUNTY guidelines is subject to the sole interpretation of the COUNTY. All advertising shall be static signage and shall not be flashing, animated, digital, or dynamic or in any way distractible and dangerous to drivers of motorized vehicles.

Subject to the provisions of this Agreement, the OWNER shall be allowed to place commercial advertising that is in accordance with Clark County Code. If the Clark County Code is amended to authorize additional commercial advertising on OWNER's property then OWNER shall be authorized hereunder to place such advertising, provided OWNER complies with all requirements of the amended Clark County Code and the applicable laws, as set forth in Article II, B, above.

D. Prohibited Advertising

All advertising not expressly permitted under this Agreement shall be prohibited, including, but not limited to, advertising that:

1. Is false, fraudulent, misleading, or deceptive;
2. Is in poor taste and not to community standards;
3. Relates to and/or promotes unlawful or illegal goods, services or activities;

4. Promotes use of alcohol, tobacco or marijuana by minors;
5. Promotes or glamorizes hate or violence;
6. Implies an endorsement by COUNTY or public official of any goods, services, or activities;
7. Contains lewd, vulgar, profane, scatological or obscene text or images, or is sexually explicit;
8. Is libelous or defamatory;
9. Supports, endorses or opposes a political cause, the election or vote for or against any person to political office, or ballot proposition;
10. Is harmful to minors as defined in Clark County Code Section 12.14.010; or
11. Contains text or images that are likely to be confused with safety, traffic, or emergency signage, or could be construed to harm or interfere with public travel.

E. OWNER Representation

Pursuant to NRS Chapter 484B, OWNER hereby represents that it is the holder of the fee estate in the real property adjacent to the TOUCHDOWN STRUCTURE and that OWNER is entitled to enter into this Agreement pursuant to Nevada Law.

F. OWNER Review

The OWNER is responsible for screening all proposed advertising prior to installation for conformance with this Agreement, and the OWNER shall modify or correct proposed advertising as necessary.

The OWNER shall use its professional judgment to determine whether an advertisement submitted for placement on the TOUCHDOWN STRUCTURE complies with this Agreement. The OWNER shall not accept proposed advertisements that, in the OWNER's professional judgment, do not comply with the COUNTY's applicable guidelines or otherwise violate any of the standards set forth in this Agreement. The OWNER shall provide written notice to the COUNTY whenever the OWNER has notice (in whatever form) that its refusal to accept or submit proposed advertising to the COUNTY pursuant to this subsection may result in legal action against the OWNER and/or the COUNTY.

G. OWNER Warranty

The OWNER represents and warrants to the COUNTY that the OWNER is either the OWNER of the advertising material or has obtained the necessary permissions, consents, copyrights licenses or intellectual property rights to any art work or other advertising material to be utilized in connection with the rights and obligations set forth in this Agreement.

H. County Review

All placed advertisements are subject to review and rejection by the Director of Real Property Management or his/her designee. The COUNTY retains the right to review and reject any advertising copy for any reason at any time and in its sole discretion. Within five (5) days of

receipt of written notice from the COUNTY, OWNER shall remove and/or not accept any advertising rejected by the COUNTY

I. Payment to the County

For the rights to place advertising granted by this Agreement the OWNER shall pay to the COUNTY a monthly fee equal to one twelfth (1/12) of the minimum annual amount (the "Annual Fee") listed on Exhibit B which is attached hereto and incorporated herein by reference, plus any additional amounts agreed to by the Parties as set forth below. The initial monthly installment of the Annual Fee, plus any increase to the amounts as set forth below, shall be due on the first day of the month following the Effective Date this Agreement is approved by the Board of Clark County Commissioners, hereinafter BCC. Thereafter, during the term of the Agreement, such monthly payment shall be due on the first day of each succeeding month. The OWNER shall be responsible for all costs, taxes and liabilities associated with this Agreement; provided, however, that in no event shall such responsibility extend to costs, taxes and liabilities associated with ownership of the TOUCHDOWN STRUCTURE, all of which shall be and remain the sole responsibility of the COUNTY.

OWNER shall provide the COUNTY with an accounting statement of gross revenues from the advertising and an accounting of the advertisements placed on the TOUCHDOWN STRUCTURE which do not generate revenues, certified by OWNER, on an annual basis, each January of every year. In addition, at any time, within ten (10) calendar days of the COUNTY's written request, OWNER shall provide the COUNTY with an accounting statement of the gross revenue for the advertisement and an accounting of the advertisements placed on the TOUCHDOWN STRUCTURE which do not generate revenues, certified by OWNER, from the Effective Date of the Agreement to the date of the COUNTY's written request.

The Parties agree to review annually the gross revenues from the advertising, marketing costs for advertising, and accountings of all advertisements placed on the TOUCHDOWN STRUCTURE to determine if the monthly payment to the COUNTY should be increased. Said review shall take place in January of each year.

Said accounting statement will be utilized by the COUNTY to determine, in its sole discretion, whether it shall request an increase in the fee described in this section or exercise its right to terminate this Agreement pursuant to Article V, Section B hereof.

**ARTICLE III. MAINTENANCE OF ADVERTISING ON
TOUCHDOWN STRUCTURE**

A. County Permits

Prior to the placement, removal, and/or repair of any work associated with the advertisement on the TOUCHDOWN STRUCTURE, the OWNER shall obtain an encroachment permit from the COUNTY and comply with the terms and conditions stated therein in addition to the terms conditions of this Agreement.

B. Location and Maintenance of Advertising/Signage

The OWNER may use embellishments that extend beyond the glass portions of the TOUCHDOWN STRUCTURE, provided that such embellishments are approved in writing by the Director of Public Works in his sole discretion and do not extend greater than five (5) feet above or two (2) feet on either side of the TOUCHDOWN STRUCTURE and shall not protrude more than two (2) feet out from the TOUCHDOWN STRUCTURE. OWNER shall ensure that such embellishments can be securely fastened to the TOUCHDOWN STRUCTURE without damaging the TOUCHDOWN STRUCTURE and do not impede pedestrian or motor vehicle traffic in any manner. All signage must be made of material that will not in any way damage the TOUCHDOWN STRUCTURE including when the signage is removed. The OWNER shall maintain the signage in an outstanding condition, at the OWNER's sole cost and expense, and in a manner satisfactory to the COUNTY. OWNER shall immediately repair the signage if it begins to peel, tear or become unsightly as solely determined by the COUNTY. If the COUNTY notifies the OWNER to remove or repair the signage then OWNER agrees to do the work within five (5) business days of receipt of Notice from the COUNTY. If the OWNER fails to remove and/or repair the sign within said five (5) day period then the COUNTY may remove and/or repair the sign at the OWNER'S expense which the OWNER agrees to pay within thirty (30) days of receipt of invoice from the COUNTY.

C. Damage to Touchdown STRUCTURE

The OWNER shall be responsible for any losses or damages to the TOUCHDOWN STRUCTURE, any other County property, or the property of others resulting from the terms, conditions, rights and obligations set forth in this Agreement except to the extent such losses or damages are caused by the COUNTY. Additionally, OWNER shall be responsible for any losses or damages to signage and advertising materials placed on the TOUCHDOWN STRUCTURE under this Agreement (whether or not the fault of the OWNER). The COUNTY will not be responsible for any maintenance of the art work, signage or advertising, or any damage to art work, signage, decals, or advertising due to vandalism, negligence, wear and tear, or damage resulting from TOUCHDOWN STRUCTURE maintenance and/or removal.

D. County Use of Touchdown STRUCTURE is Paramount

The OWNER acknowledges and agrees that at all times the paramount purpose of the TOUCHDOWN STRUCTURE is to provide pedestrian access to the pedestrian grade separation STRUCTURES. The COUNTY retains all rights and obligations compatible with the public use of the TOUCHDOWN STRUCTURE, and adjacent public property, including but not limited to, maintenance, construction, reconstruction, repair, removal, relocation, modification and alterations. Additionally, the COUNTY, in its sole discretion may place signage on the TOUCHDOWN STRUCTURE including, but not limited to, directional and instructional signage, ADA assistance signs, and no obstructive use signs, provided that the COUNTY shall place such signage on areas other than the glass portion of the TOUCHDOWN STRUCTURE whenever feasible under the circumstances as determined by COUNTY in its sole discretion. COUNTY shall notify OWNER in the event it is necessary to place any such signage on the glass portion of the TOUCHDOWN STRUCTURE prior to placement. At no time will any advertisement conflict

or interfere with the use of the TOUCHDOWN STRUCTURE for the public or any other public use as solely determined by the COUNTY.

ARTICLE IV. SECURITY CAMERAS

If requested by the County and within the time period required by the County the OWNER shall purchase and install security cameras (“Cameras”) including electrical on or within the elevator cab of the TOUCHDOWN STRUCTURE. The number, type and location of the Cameras shall be mutually agreed by the OWNER and the Las Vegas Metropolitan Police Department (hereinafter “METRO”), provided, however, that the Cameras must meet the specifications and requirements of the COUNTY and METRO to be utilized for safety purposes. Prior to the installation of each Camera OWNER shall obtain an encroachment permit from the County. Upon installation, title to the Cameras will be transferred to METRO. After transfer of such title, METRO shall be solely responsible for any Camera maintenance, upgrades or repairs, and OWNER shall have no further obligations hereunder with respect to the Cameras.

ARTICLE V. TERM AND TERMINATION

A. Term

The term of this Agreement shall begin on the Effective Date and end five (5) years from the date this Agreement is approved by the BCC (the “Initial Term”). The Initial Term of this Agreement may be extended for a period of two (2) additional years (the “Extended Term”). The Extended Term is subject to the approval of the BCC in its sole discretion subject to the Annual Fee set forth in Exhibit C for years 6 and 7 and subject to Article II.I as well as this Agreement. If such approval is granted, OWNER may, in its sole discretion, terminate this Agreement at any time during the Extended Term by providing written notice to COUNTY.

B. Termination for Convenience

The BCC may terminate this Agreement without costs, expenses, and liability to the County at any time by giving ninety (90) days’ notice in writing to the OWNER. This Agreement may be terminated for any reason whatsoever (including no reason whenever the BCC determines that such determination is in the best interest of the COUNTY). Any such termination shall be made by delivery to the OWNER of a notice of termination specifying the date upon which such termination becomes effective.

OWNER may terminate this Agreement without costs, expenses and liability to the COUNTY at any time by giving ninety (90) days written notice to the COUNTY. The OWNER may terminate this Agreement for any reason whatsoever and termination shall be made by delivery to the COUNTY of a notice specifying the date upon which such termination becomes effective.

C. Termination of Agreement

In any of the following cases, this Agreement automatically cancels and shall be deemed void *ab initio* and shall terminate without expense to the COUNTY if:

1. This Agreement is obtained by fraud, misrepresentation, collusion, conspiracy, or other unlawful means; or
2. This Agreement conflicts with any statutory or constitutional provision of the State of Nevada or the United States; or
3. This Agreement is determined to be illegal under NRS 484B.313.
4. This section shall not be construed to limit the COUNTY's right to terminate this Agreement for convenience or default.

D. Owner's Termination

OWNER may terminate this Agreement immediately by providing written notice to COUNTY, if COUNTY amends any advertising standards pursuant to Article VII, Section W below.

E. Termination for Default

Either party may terminate this Agreement upon written notice to the other party if the other Party materially breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within thirty (30) days after its receipt of written notice of such breach.

F. Effect of Termination

Should the COUNTY terminate this Agreement, then the COUNTY shall have no obligation to reimburse OWNER for any liabilities, fees, costs and or expenses to OWNER resulting from and/or arising out from the termination.

Upon termination by either party, OWNER shall pay to the COUNTY a pro-rata share of the monthly fee owed to the COUNTY through the date of termination pursuant to Article II.I.

Upon termination by either party, OWNER shall remove all signage from the TOUCHDOWN STRUCTURE.

Termination of the Agreement shall not release either party from any of its continuing obligations hereunder.

ARTICLE VI. INSURANCE, INDEMNITY, LIABILITY

A. Insurance

The OWNER will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Agreement within ten (10) calendar days after approval of this Agreement by the BCC. The certificate of endorsement for each insurance policy is to be signed by a person authorized by that insurer and licensed by the State of Nevada, and shall include the COUNTY, its officers, directors and employees as an additional insured. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The insurance coverages are in the following amounts:

1. The OWNER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an “occurrence” basis only and not on a “claims made” basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as “additional insureds.”
2. All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) without written approval of the COUNTY. COUNTY hereby acknowledges that the general liability policy of OWNER, which covers activities on the OWNER’S PROPERTY, has a deductible of One Million and 00/100 Dollars (\$1,000,000), and COUNTY hereby approves such deductible amount. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the OWNER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance in the OWNER’s rating, as shown in the latest “Best’s Key Rating Guide” shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the OWNER, including the rating and financial health of each insurance the OWNER providing coverages, is subject to approval by the COUNTY.
3. Additional Coverage

The OWNER’s insurance shall be primary as respects to the COUNTY, its officers, its employees, and its volunteers. Any other coverage available to the COUNTY, its officers, its employees, and its volunteers shall be in excess over the insurance required of the OWNER. The insurance requirements specified herein do not relieve the OWNER of his

responsibility or limit the amount of the OWNER's liability to the COUNTY or other persons, and the OWNER is encouraged to purchase such additional insurance as the OWNER deems necessary.

4. Notice of Cancellation

The insurance certificates supplied by the OWNER must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the OWNER shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits.

5. Special Conditions

- a. The OWNER agrees, as a condition precedent to the performance of any work under this Agreement to provide the COUNTY with a Certificate of Authority issued by the Department of Business & Industry, Division of Insurance (State of Nevada) to act as a self-insured employer in accordance with Nevada Revised Statutes Sections 616B.300 and 616B.312. Prior to the expiration of such coverage, the OWNER shall provide the COUNTY with proof of continued coverage as a condition precedent to the continuation of work under this Agreement. Notwithstanding the foregoing, these requirements may be satisfied by OWNER'S subcontractor, in accordance with the provisions of Article VII(F) herein.
- b. The OWNER agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapter 616 throughout the term of this Agreement. If the OWNER does not maintain such coverage, or fails to provide proof of continued coverage, the OWNER agrees that the COUNTY may withhold payment, order the OWNER to stop work, suspend the Agreement or terminate the Agreement. Notwithstanding the foregoing, these requirements may be satisfied by OWNER'S subcontractor, in accordance with the provisions of Article VII(F) herein.

6. County's Remedies

If the OWNER fails to maintain any of the insurance coverages required under this Agreement, the COUNTY will have the option to declare the OWNER in breach of the Agreement and terminate the Agreement pursuant to Article V., Section D above if OWNER fails to cure the breach within thirty (30) days of notice.

B. Indemnity

The OWNER, or its successors in interest, shall indemnify, defend and hold harmless the COUNTY, METRO and their officers, agents, employees, and volunteers ("COUNTY Indemnified

Parties”), against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including but not limited to investigation costs, reasonable outside attorney’s fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs (collectively, “Losses”), which may result from injury to or death of any person, the violation of constitutional rights or any other tangible or intangible personal or property right, or against and from damage to or loss, or destruction of property, whatsoever, when such injury, death, loss, destruction, or damage is due to or arising from or as a result of or connected to:

- 1) public safety issues arising from and/or related to the advertisements, including, but not limited to, reduced visibility of the glass portion of the elevators, increased risk to pedestrians and the public, and/or distracting to vehicular traffic;
- 2) intellectual property rights or infringement thereof (or application for any thereof);
- 3) First Amendment violations challenges relating to NRS 484B.313 or any other applicable statute, ordinance, administrative order, rule, or regulation, decree of any court;
- 4) advertising and advertising material, including, but not limited to the rejection of an advertisement based upon and/or arising out of the rejection of an advertisement due to advertising prohibited under this Agreement;
- 5) any work, action or inaction by the OWNER, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the advertisements, this Agreement and performance of this Agreement;
- 6) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the advertisements, except to the extent such Losses result from the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, modification or reconstruction of the TOUCHDOWN STRUCTURE by the COUNTY or its representatives or contractors;
- 7) this Agreement, including, but not limited to, County approvals, decisions and determinations made relating to this Agreement;
- 8) petitions and/or causes of actions filed based upon the denial of a placement of advertisement upon the TOUCHDOWN STRUCTURE;
- 9) any other action and/or claims arising out of and/or related to this Agreement; or
- 10) this Agreement is determined to be illegal under NRS 484B.313.

Notwithstanding the foregoing, OWNER shall not be obligated to defend, indemnify or hold

harmless the COUNTY Indemnified Parties to the extent the applicable injury, death, loss, destruction, or damage are solely caused by the COUNTY, and are not in accordance with this Agreement, METRO or any of their officers, agents, employees, or volunteers.

At its option, the COUNTY may elect to hire an attorney and/or attorneys reasonably approved by OWNER to defend the COUNTY, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including but not limited to claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the COUNTY exercises this option, the OWNER agrees that the OWNER remains subject to all indemnification obligations as set forth in this Section, including but not limited to paying all costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. The COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if the COUNTY pays the settlement or compromise; provided, however, that the COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate OWNER for the payment of money, to take any action or to acknowledge wrongdoing or liability without the OWNER's prior approval. Notwithstanding the above, if it is determined that OWNER fails to indemnify or defend the COUNTY and if it is determined that the COUNTY is legally liable to the party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then OWNER is liable to the COUNTY for that amount, plus all fees and costs as set forth in this Article VI, Section B. The OWNER agrees, within thirty calendar days of receipt of billings from the COUNTY to pay all attorney's fees and such other costs and/or expenses as required by the COUNTY in handling of and/or the defense of such claims.

The OWNER also agrees to repair and/or restore, to the satisfaction of the COUNTY, any damage sustained to private property and the public property, including but not limited to County property, caused by the OWNER.

This Article VI, Section B survives termination of this Agreement.

C. Joint and Several Liability.

The parties comprising OWNER, individually, agree to be jointly and severally liable to the County under this Agreement, and absolutely and unconditionally guarantee to the County to be individually and collectively responsible for the full and complete performance of the terms and conditions of this Agreement.

If one or more of the parties comprising OWNER, as listed in the preamble of this Agreement, determines that it no longer desires to be an OWNER and participate in this Agreement, then this Agreement terminates and OWNER shall provide the COUNTY ninety (90) days written notice of termination and otherwise comply with the terms and conditions of Article V.

During the ninety (90) day notice period, any remaining OWNER affiliates that did not provide the COUNTY with a ninety (90) days written notice of termination and desire to remain a party to this Agreement may enter into negotiations with the COUNTY regarding the continuance

of advertising (as described in this Agreement).

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Legal Notice

1. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when:
 - i. received by the party to whom it is directed by hand delivery or personal service, or
 - ii. transmitted by facsimile with confirmation of transmission, or
 - iii. transmitted by electronic signature process with Certificate of Completion, or
 - iv. sent by U.S. mail via certified mail-return receipt requested at the following address:

FOR THE COUNTY:

Department of Public Works
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

With Copy:

Department of Real Property
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

FOR THE OWNER:

c/o Nakash Holding, LLC
1400 Broadway, 15th Floor
New York, New York 10016

With a Copy:

Snell & Wilmer, LLP
Attn: Mandy Shavinsky
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

- v. the parties shall provide written notification of any change in the information stated above.
- vi. An original signed copy, via U.S. Mail, shall follow facsimile transmissions.
- vii. For purposes of this Agreement, legal notices shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

B. Lien Release

The OWNER shall not permit any liens attached to any property owned by the COUNTY, including the TOUCHDOWN STRUCTURE, for any labor or materials furnished to the OWNER in connection with work performed and/or advertising. If any liens are filed on property owned by the COUNTY, including the TOUCHDOWN STRUCTURE, the OWNER shall promptly cause

the lien to be discharged at OWNER's sole cost and expense.

C. Owner's Responsibility for Services and Materials

The OWNER shall have the charge and care of the services and of the materials to be used herein and shall bear the risk of injury, loss and/or damages to any part thereof by the action of the elements or from any other cause. The OWNER shall rebuild, repair, restore and make good all injuries, losses and/or damages to any portion of the COUNTY property caused by OWNER, including but not limited to the TOUCHDOWN STRUCTURE.

D. Independent Contractor

The relationship of the OWNER to the COUNTY shall be that of an independent contractor.

E. Intentionally omitted

F. Subcontractors

The OWNER shall not subcontract any part of its performance under this Agreement without the written consent of the Director of Real Property Management. Notwithstanding the foregoing, OWNER may engage third parties, without COUNTY approval, to (1) sell and/or fulfill advertising on the TOUCHDOWN STRUCTURE; (2) place, remove or repair advertising on the TOUCHDOWN STRUCTURE, provided, however, that no such engagement shall relieve OWNER of any of its obligations hereunder; (3) maintain all insurance coverage the OWNER would otherwise be required to carry pursuant to Article IV(A) herein.

G. Parties and Interests

This Agreement shall not bestow any rights causes of action and/or claims upon any third party, but rather shall bind and benefit the COUNTY and the OWNER only.

H. Non-waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of such party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other subsequent breach of this Agreement.

I. Applicable Laws

This Agreement is subject to all the laws of the State of Nevada, the ordinances of the

COUNTY, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

J. Assignment

The OWNER shall not assign its rights or any portion thereof or transfer any rights, duties, or responsibilities, nor delegate their duties under this Agreement without written consent of the COUNTY. Any attempt to assign this Agreement or transfer any rights, duties or delegate responsibilities or the Agreement or a portion thereof without such prior written consent of the County shall be null and void. Any assignment or delegation shall not relieve any party of its obligations under this Agreement. Once the OWNER ceases to be in possession of the real property described in Exhibit A, then the rights under this Agreement is automatically terminated by the COUNTY upon written notice for the portion of the property not in OWNER's possession.

K. Survival of Agreement

The terms and conditions of this Agreement regarding indemnity, liens, releases, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

L. Compliance with Laws

In addition to Article II, paragraph B, the OWNER in the performance of the obligations of this Agreement shall comply with all applicable laws, rules and regulations and orders of all Federal, State and local governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, color, sex, age, sexual orientation, disability, religion or national origin, or any other protected status. Upon request, the OWNER shall furnish to the COUNTY written confirmation of its compliance with all such laws, orders, ordinances, codes, rules, statutes and regulations. The OWNER agrees to comply with all local, state and federal laws, ordinances, codes, rules, statutes, regulations and permits.

If any discrepancy or inconsistency shall be discovered between this Agreement and any law, ordinance, regulation, order or decree, the OWNER shall immediately report the same in writing to the COUNTY who will issue such instructions as may be necessary as solely determined by the COUNTY.

M. Severability

The paragraph headings are for reference only and do not affect the interpretation of any paragraph hereof. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular

portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notwithstanding the above, if this Agreement is illegal under NRS 484B.313, then this Agreement will be automatically void and will automatically terminate. As a result of an illegal finding under NRS 484B.313, OWNER will be responsible to the County for damages and all liability incurred by the County.

N. Entire Contract

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the COUNTY and the OWNER. This Agreement supersedes all prior and contemporaneous communications, negotiations, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended, not any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the COUNTY will only be valid if signed by the BCC.

O. Force Majeure

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inabilities so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, the OWNER shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Agreement.

The term "force majeure" as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term "force majeure" as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.

P. Public Records

The COUNTY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the Department of Public Work's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and any attached documents

are deemed to be public records.

Q. No Gratuities or Gifts

The OWNER, or agent/representative of the OWNER, shall not offer or give any gratuities (in the form of entertainment, meals, gifts, or otherwise) to any officer or employee of the COUNTY with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

R. Interpretation, Jurisdiction and Venue

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The OWNER hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with this Agreement, or the performance hereof, and agrees that any such suit or cause of action may be brought in any such court.

S. Covenant Not to Sue

The OWNER agrees that it waives and releases any and all claims, causes of action and/or remedies if any have against the COUNTY, its officers, employees or representatives resulting from and/or arising out of COUNTY's termination of this Agreement or the rejection and/or the removal of any advertising.

U. Commercial Advertising Modification

To the extent allowed by this Agreement, this Agreement suspends the restriction against commercial advertising on TOUCHDOWN STRUCTURE during the term of the Agreement within the applicable easements or fee estates granted by OWNER (or successor in interest) to the COUNTY for the TOUCHDOWN STRUCTURE.

V. Agreement to be Recorded

This Agreement will be recorded by OWNER with the Clark County Recorder on the real property adjacent to the TOUCHDOWN STRUCTURE. OWNER hereby consents to the recording of this Agreement on its properties adjacent to the TOUCHDOWN STRUCTURE.

W. Amendments to Advertising Standards

Subject to OWNER's termination right in Article V, Section D above, the COUNTY reserves the right to amend the advertising standards set forth in this Agreement at any time at a properly noticed meeting of the Board of Clark County Commissioners. Any revisions or amendments to this Agreement shall be in writing and supplied to the OWNER.

X. Suitability

As a holder of privileged gaming licenses, OWNER and its affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time OWNER determines, in its sole discretion, that its association with COUNTY could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if OWNER determines, in its sole discretion, that it would be in its best interest to terminate its relationship with COUNTY in order to protect any proposed or pending licensing applications or any of its privileged gaming licenses, OWNER may immediately terminate this Agreement.

Y. Non-Precedential Agreement

The parties agree and acknowledge that the terms of this Agreement shall be non-precedential in all respects.

IN WITNESS WHEREOF, the parties have executed this Touchdown Advertising License Agreement to be signed and intend to be legally bound thereby.

CLARK COUNTY, NEVADA

JAMES B. GIBSON
Chairman, Board of County Commissioners

ATTEST:

Lynn Marie Goya
County Clerk

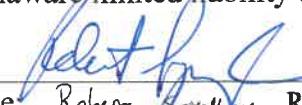
APPROVED AS TO FORM:


Laura C. Rehfeldt Deputy District Attorney

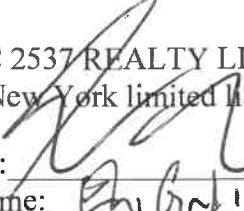
SHOWCASE 1415 LLC,
a Delaware limited liability company

By: 
Name: Robert Spiegelman Robert Spiegelman
Its: Manager

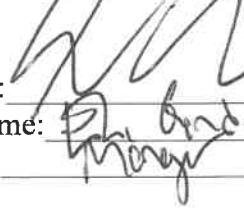
SHOWCASE COSMO LLC,
a Delaware limited liability company

By: 
Name: Robert Spiegelman Robert Spiegelman
Its: Manager

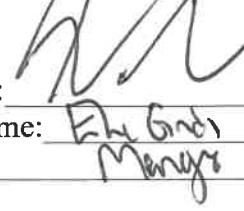
EC 2537 REALTY LLC,
a New York limited liability company

By: 
Name: Eli Gindi Eli Gindi
Its: Manager

SHOWCASE INVESTORS 3 LLC,
a Delaware limited liability company

By: 
Name: Eli Gindi Eli Gindi
Its: Manager

LAS VEGAS 3 LLC,
a Delaware limited liability company

By: 
Name: Eli Gindi Eli Gindi
Its: Manager

STATE OF N.Y.
COUNTY OF N.Y.

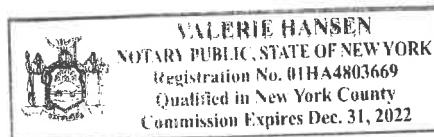
)
)
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)

On this 1 day of March, 2022, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Robert Spiegelman as manager of SHOWCASE 1415 LLC, a Delaware limited liability company, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Valerie Hansen

NOTARY PUBLIC
in and for said County and State



STATE OF N.Y.
COUNTY OF N.Y.

)
)
)
)

On this 1 day of March, 2022, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Robert Spiegelman as manager of SHOWCASE COSMO LLC, a Delaware limited liability company, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Valerie Hansen

NOTARY PUBLIC
in and for said County and State



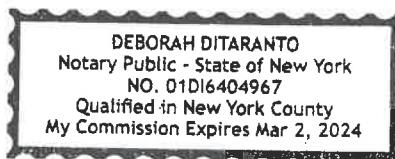
STATE OF New York)
COUNTY OF New York) ss.

On this 23rd day of February, 2022, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Eli Gindi, as Manager of EC 2537 LLC, a New York limited liability company, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Deborah Ditaranto

NOTARY PUBLIC
in and for said County and State



WITNESS my hand and official seal.

NOTARY PUBLIC
in and for said County and State

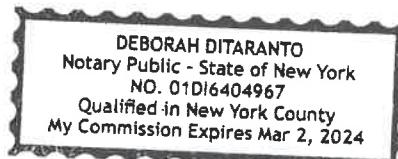
STATE OF New York)
COUNTY OF New York) ss.

On this 23rd day of February, 2022, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Eli Gindi, as Manager of SHOWCASE INVESTORS 3 LLC, a Delaware limited liability company, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Deborah Ditaranto

NOTARY PUBLIC
in and for said County and State



STATE OF New York)
COUNTY OF New York) ss.

On this 23rd day of February, 2022, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Eli Gindi, as Manager of LAS VEGAS 3 LLC, a Delaware limited liability company, who acknowledged to me that he/she executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

Deborah D. Taranto

NOTARY PUBLIC
in and for said County and State



EXHIBIT A
MAP OF TOUCHDOWN STRUCTURE



Exhibit B
Annual Fees

Year 1 - \$33,883.43

Year 2 - \$33,883.43

Year 3 - \$36,255.14

Year 4 - \$38,793.00

Year 5 - \$41,508.57

Year 6 - \$44,414.00

Year 7 - \$47,523.00

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Showcase 1415 LLC (as to 30.481% interest) /Showcase Cosmo LLC (as to a 12.414% interest) (Include d.b.a., if applicable)						
Street Address:	15 West 34th Street, 11th Floor		Website:			
City, State and Zip Code:	New York, New York 10001		POC Name: Robert Spiegelman Email:			
Telephone No:	212-760-3565		Fax No:			
Nevada Local Street Address: <i>(If different from above)</i>	3771 Las Vegas Boulevard		Website:			
City, State and Zip Code:	Las Vegas, Nevada 89109		Local Fax No:			
Local Telephone No:			Local POC Name: Jack Braha Email: jack@gindicapital.com			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Robert Spiegelman

Print Name

March 15, 2022

Signature
Authorized Representative

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature _____

Print Name _____
Authorized Department Representative _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Las Vegas 3, LLC (as to a 7.449% interest (see attached list for other owners)) <small>(Include d.b.a., if applicable)</small>						
Street Address:		15 West 34th Street, 11th Floor		Website:		
City, State and Zip Code:		New York, New York 10001		POC Name: Jack Braha Email:		
Telephone No.:		212-760-3565		Fax No.:		
Nevada Local Street Address: (If different from above)		3771 Las Vegas Boulevard		Website:		
City, State and Zip Code:		Las Vegas, Nevada 89109		Local Fax No.:		
Local Telephone No.:				Local POC Name: Jack Braha Email: jack@gindcapital.com		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	Manager	16.67%
El Gind, Jeffrey Gind	Manager	16.67%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use applications, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Jack Braha

Print Name

March 15, 2022

Date

Authorized Representative

Title

DISCLOSURE OF RELATIONSHIP

**List any disclosures below:
(Mark N/A, If not applicable.)**

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ADDITIONAL ENTITIES (DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

2537 Realty LLC (as to a 39.725% interest)
Showcase Investors 3, LLC (as to a 9.931% interest)